

# Product Disclosure Statement

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United Financial Services Licence Number:  
321945

Preparation date: 15 April 2010

Version: 11

## 1. Key information

### Introduction and purpose

The purpose of this Product Disclosure Statement (PDS) is to provide you with sufficient information to enable you to make an informed decision about whether to purchase a financial product offered by Swiss Market Pro (referred to as "we," "our," or "us"). You may also use this PDS to compare our products with similar offerings from other providers. When we use the term "you," we mean you as the acquirer of our products or services.

Swiss Market Pro is the issuer of the financial products described in this PDS. Should you have any queries regarding this document or require further clarification, please do not hesitate to contact us. Our contact details are provided at the beginning of this PDS.

### This PDS

1. This PDS is an important document that contains essential information you need to know about the products we offer. It is designed to:
  - o Provide you with the information necessary to determine whether our products meet your financial needs and objectives.
  - o Clearly explain the terms, conditions, rights, and obligations associated with our products.
  - o Help you compare our products with those offered by other providers.
2. The information contained in this PDS is general in nature and does not take into account your personal financial objectives, situation, or needs. You should carefully consider your individual circumstances and seek independent professional advice before making any decisions about the financial products offered by Swiss Market Pro.

3. Let me know if you'd like further refinements or adjustments to align with your company's tone or regulatory requirements.

We also provide a Financial Services Guide, which offers detailed information about us and the products and services we offer. To obtain a free copy, please contact us using the details provided at the beginning of this PDS.

### Important Risk Notice

Decisions to enter into transactions involving financial products, including foreign exchange products, are significant and often carry substantial risks and consequences. For more details, refer to the **Significant Risks Explained** section of this PDS, which outlines the potential risks associated with trading these products. It is your responsibility to ensure you fully understand the products, how they function, and the associated risks. This document may not contain all the information required for a comprehensive understanding of the products and their risks.

To the extent permitted by law, neither Swiss Market Pro nor its affiliates accept responsibility for errors, misstatements, or omissions, whether negligent or otherwise. Additionally, we disclaim liability for any direct, indirect, consequential, or other losses arising from the use of this document or related communications.

You are required to maintain the security of your credentials used to access your account. Swiss Market Pro will not be held liable in cases where account compromise is reasonably attributed to negligence, misuse, or any wrongdoing on your part. Under such circumstances, we will not reimburse any associated losses.

### Changes to This PDS

Information in this PDS that is not materially adverse to users of our products may be updated via our company website. You can access this updated information by visiting the website or by contacting us to request an electronic or paper copy.

We reserve the right to amend the Terms and Conditions and any associated information in this PDS, including fees and charges, at any time without prior consent. Changes may be made for one or more of the following reasons:

- To comply with changes or anticipated changes in any applicable laws or regulations.
- To reflect decisions by courts, ombudsmen, or regulatory authorities.
- To align with updates to our systems, procedures, or security protocols.
- To address changed circumstances, such as introducing new benefits or features.

If a change involves an increase in fees and charges or the introduction of a new fee or charge, we will provide you with at least 30 days' notice before the change takes effect.

Notification of such changes to these Terms and Conditions will be delivered either through personal or electronic communication or by advertisement in a national or local newspaper.

Swiss Market Pro is not responsible for any failure of electronic communications to reach you.

## Your Contract with Swiss Market Pro

When you acquire a product from us, you are entering into a contract with Swiss Market Pro regarding the specific product.

This contract consists of:

- The account opening application form.
- The description of the products in this PDS.
- The Terms and Conditions provided to you (usually included as part of the account opening application form but may also include additional documents).

The account opening application form and our standard Terms and Conditions are separate documents from this PDS.

However, the Terms and Conditions and the descriptions of fees and products within those documents are considered part of this PDS. Copies of these documents are available upon request, free of charge, by contacting us using the details provided at the beginning of this PDS.

## Transaction Receipts

For each transaction you conduct with Swiss Market Pro, we will issue a receipt. Please verify the details on the receipt immediately upon receipt. If you identify any discrepancies, contact us immediately using the contact details at the beginning of this PDS.

If we do not hear from you, we will proceed as instructed, and you will be bound by the information provided (which may include a document called a Trade Confirmation Notice).

In the event of any inconsistency, the terms outlined in this PDS will prevail over any other Terms and Conditions.

## 2.About us

Swiss Market Pro is authorized to provide both retail and wholesale clients with general and personal advice related to "non-cash payment products" and "foreign exchange contracts". Simply put, this involves offering guidance on various money transfer and currency exchange services tailored to your needs.

In addition to advising you, Swiss Market Pro is also authorized to act on your behalf to facilitate and complete transactions for these products. Furthermore, Swiss Market Pro is authorized to "make a market" for foreign exchange contracts. This means we are able to quote market prices directly to you, providing a seamless and transparent transaction process.

Swiss Market Pro is a wholly owned subsidiary of Swiss Market Holdings Limited.

## 3.How to open an account with Swissmarketpro

You are required to: — Complete an account opening

application form;

- Read and accept our terms and conditions;
- Submit supporting documentation as indicated on the

application form.

These forms and the supporting documentation must be completed, signed, and returned to us via facsimile, mail, email, or in person. Upon receipt of these documents we will conduct an analysis process to approve you as a customer.

## 4.Introduction to foreign exchange contracts

Foreign exchange contracts allow you to convert one currency into another. These contracts can also serve as risk management tools to provide protection against unfavorable exchange rate movements. They involve an agreement between you and us to exchange one currency for another on a pre-agreed date. Swiss Market Pro specializes in two types of foreign exchange contracts:

### Spot Contracts

A Spot Contract is a foreign exchange agreement for buying and selling currency, where the settlement date occurs within 1 to 2 business days from the date the contract is entered.

### Forward Contracts

A Forward Contract is similar to a Spot Contract but allows you to buy or sell one currency against another for settlement at a future date (typically ranging from 3 business days to 24 months). Forward Contracts are commonly used by businesses or individuals who wish to lock in an exchange rate for a future transaction, offering a way to manage exposure to currency fluctuations.

### Swiss Market Account

The Swiss Market Account is the central platform for administering all foreign exchange transactions, including Spot and Forward Contracts. This account serves as both a collection and payments account, enabling you to:

- Receive payments and hold funds in multiple foreign currencies.
- Fund Spot and Forward Contracts to send payments as needed.

The Swiss Market Account provides a streamlined, efficient way to manage your foreign currency transactions and holdings.

## 5.Firm Orders

You can arrange for your spot or forward contract to come into effect at a time in the future, when a certain exchange rate ("Target Rate") is reached. We call this a "Firm Order". When the Target Rate is reached, your spot or forward transaction will either open or close in accordance with your instructions.

We offer the following types of Firm Orders:

## Limit Order

A Limit Order is a foreign exchange arrangement where your transaction is executed if the market price reaches a Target Rate that is more favorable than the rate at the time you place the order. Limit Orders allow you to lock in a better rate, providing potential financial advantage when market conditions improve.

## Stop Loss

A Stop Loss is designed to execute your transaction when the market price meets a Target Rate that is less favorable than the rate at the time you place the order. Stop Loss orders help to limit potential losses by automatically closing an open position if the market moves against you, reaching the predetermined Target Rate.

## OCO (One-Cancels-the-Other)

An OCO (One-Cancels-the-Other) combines a Limit Order and a Stop Loss. Your transaction will execute when either the Limit Order or Stop Loss Target Rate is met, automatically canceling the other order. This approach provides flexibility and protection in fluctuating market conditions.

## Firm Orders

Firm Orders are not separate products but a way to schedule your foreign exchange transactions. You can cancel a Firm Order at any time before the Target Rate is met. Once canceled, the transaction will not proceed, and the cancellation will be subject to Clause 6.7 of our Terms and Conditions.

While Firm Orders can reduce exposure to market volatility and provide greater certainty about risk exposure, they do not alter the features or associated risks of Spot or Forward Contracts as outlined in this PDS.

## 6. Spot Contracts

Foreign exchange spot contracts are a basic tool for exchanging currency and are the simplest method of managing foreign exchange risk.

### Significant benefits of Spot Contracts

An extremely efficient and easy way to repatriate overseas earnings, make a foreign currency payment and manage foreign exchange risk.

### Significant risks of Spot Contracts

- **Sovereign, Strategic, Political, or Governmental Risks:** There is a risk that your funds may be delayed or lost due to events or incidents of a sovereign, strategic, political, or governmental nature in any country where Swiss Market Pro operates. In such cases, Swiss Market Pro will make reasonable efforts to recover your funds. If Swiss Market Pro proceeds with a transfer knowing that such an event has occurred and fails to notify you, Swiss Market Pro will refund your transfer amount, minus any transfer costs incurred.
- **Unforeseen Circumstances:** There is a risk that your funds may be delayed or lost due to unforeseen circumstances. In these instances, Swiss Market Pro will not be liable for delays or losses caused by events beyond its control.

## How Do Foreign Exchange Spot Contracts Work?

To exchange currencies at the current foreign exchange rate, you will need to provide Swiss Market Pro with the following details:

- The amount of money you wish to exchange.
- The two currencies involved.
- Whether you would like to buy or sell a specific currency.
- The date by which your currency will arrive in the Swiss Market Pro bank account.

Swiss Market Pro will then quote you a spot exchange rate. If you accept the rate (e.g., over the phone or through our online platform), the transaction becomes binding. You send the agreed amount to our designated bank account on the specified date. Upon receiving your funds, we:

1. Perform the currency conversion at the agreed exchange rate, which reflects the prevailing spot rate at the time of the transaction.
2. Arrange for the purchased currency to be sent to the bank account you have nominated or credited to your Swiss Market Pro account.

## Example of a Spot Contract

For instance, Mr. Smith needs to send EUR 100,000 to a boat manufacturer's bank account in France.

1. Mr. Smith contacts **Swiss Market Pro** and requests a quote to buy EUR 100,000 and sell USD for settlement in 2 working days.
2. Swiss Market Pro quotes him a rate of 1.2000.
3. Mr. Smith accepts the rate, and Swiss Market Pro provides instructions to transfer the USD amount to their designated bank account.
4. Mr. Smith sends USD 120,000 to the Swiss Market Pro bank account on the same day.
5. Two business days later, Swiss Market Pro receives the funds, completes the currency conversion at the agreed rate, and transfers EUR 100,000 to the boat manufacturer's account in France.

## 7. Forward Contracts

Forward Contracts allow you to buy or sell one currency against another for a set settlement date typically between 3 business days and 24 months from the date of the deal. Forward Contracts are used by companies or individuals who would like to fix the exchange rate for a future date

in order to manage their foreign exchange exposure and manage future cash flows.

## The significant benefits of Forward Contracts

- A simple way of managing future currency exchange risk and negating any unfavourable movements in exchange rates.
- The ability to fix an exchange rate now for delivery of currency in the future. This means that you know what you will have to pay on a future date. This allows for improved money management of cash flows and costs.
- you are not sure of the exact date that you will need the funds, you will still be able to specify a special delivery period.

This means you will be able to draw down on the funds within an agreed period of time.

## The significant risks of Forward Contracts

- A forward exchange contract fixes a rate and a delivery date. This means it does not allow you to take advantage of a favourable movement in the exchange rate.
- If you use the forward exchange contract to cover an obligation that ceases to exist, or it changes prior to the delivery, then the contract may need to be closed out. This means you may incur a loss or be required to take out further currency protection to cover the changed exposure.
- A relatively small margin (typically between 3% to 20%) of the total transaction is required to enter into a forward exchange contract. This margin only represents a small percentage of the transaction; the market value will be determined by the full amount of the transaction. The contract is therefore susceptible to small movements in the market leading to large losses or gains. This means there could be a significant impact on the funds you have deposited and may require you, on short notice, to provide additional funds to cover margin payments and your position. Margin call amounts will vary depending on, but not limited to, notional value, currency pair and market volatility. A failure to meet the margin call can result in the enforced liquidation of your exchange position as well as additional losses.

## How do Forward Contracts work?

To conduct a forward foreign exchange contract, you advise us of the following factors:

- The amount of money you wish to exchange;
- The two currencies involved;
- Which currency you would like to buy or sell;
- The future settlement date.

We will then quote you a forward rate and tell you what deposit you will need to send us in order to enter into this forward contract.

If you accept the rate over the phone, you are bound to the

transaction. You send the agreed margin amount so it reaches our nominated bank account on the agreed margin settlement

## How Forward Contracts Work at Swiss Market Pro

A Forward Contract allows you to lock in an exchange rate today for a currency transaction that will settle on a future date, providing protection against adverse currency movements.

Process for Forward Contracts:

### 1. Initial Agreement:

- o You specify the amount of currency to exchange.
- o You identify the two currencies involved.
- o You agree on a future settlement date.
- o Swiss Market Pro quotes you a forward exchange rate based on the prevailing market conditions.
- o If you accept the rate, the contract becomes binding.

### 2. Margin Payments:

- o A deposit or initial margin (usually between 3% and 20% of the contract value) must be paid within two business days to secure the agreed rate.

### 3. Interim Margin Calls:

- o If market movements significantly change the exchange rate, Swiss Market Pro may request additional margin payments to maintain the contract.
- o Margin calls must also be paid within two business days to avoid default.

### 4. Settlement:

- o Before or on the settlement date, you transfer the balance of the contract amount to Swiss Market Pro.
- o Swiss Market Pro completes the currency exchange at the agreed forward rate and transfers the purchased currency to your nominated bank account.

## Example of a Forward Contract for an Importer

### Scenario:

An United Kingdom company, BC Importers, plans to import a boat from Europe and must pay EUR 100,000 to the boat builder in France in 3 months.

### Steps:

#### 1. Agreement:

- o BC Importers contacts Swiss Market Pro and agrees to buy EUR 100,000 at a forward rate of 0.7800 AUD/EUR for settlement in 3 months.
- o Swiss Market Pro requires a 10% initial margin of AUD 12,820.51, payable within two days.

#### 2. Initial Margin:

- o BC Importers pays the AUD 12,820.51 margin to lock in the rate of 0.7800.

#### 3. Market Changes:

- o Two months later, the AUD/EUR spot rate rises to 0.8600, triggering a margin call as the value of the contract exceeds 9% of the initial margin.
- o BC Importers pays an additional margin call of AUD 12,820.51 to keep the position open.

#### 4. Final Settlement:

- o At the end of 3 months, BC Importers pays the remaining balance of AUD 102,564.11, bringing the total payment to AUD 128,205.13.
- o Swiss Market Pro converts the funds at the agreed rate and transfers EUR 100,000 to the boat builder's account in France.



was an adverse movement in the relevant currency pair. Margin call amounts will vary depending on, but not limited to, notional value, currency pair and market volatility.

## 8. Swiss Account: Collections and Payments account

Our non-cash payment facility, the Swiss Account, enables you to send and receive online payments in multiple currencies. The Swiss Account is designed to support only commercial transactions and will facilitate all client transactions including Spots and Forwards.

The significant benefits of the Swiss Account

- You can receive and make payments in AUD without the need
- Use your Swiss Account to send and receive payments in multiple currencies.
- Make secure payments without using your bank account or credit card number.
- Use your S Account as a convenient funding source for foreign exchange contracts entered into with Swissmarketpro.
  - clients can withdrawal funds from their own bank account
  - clients can make fixed payments to their currency accounts
  - pay multiple beneficiaries in a single trade
- No account opening or monthly fee. Instead, you only pay for foreign exchange contracts that you enter into with Swissmarketpro.
- Swissmarket applies anti-fraud controls designed to prevent unauthorised access to your Swiss Account.

### The significant risks of the Swiss Account

- Despite the anti-fraud controls applied by Swissmarketpro, there is a risk your Swiss Account may be accessed by an unauthorised user or subject to another type of fraudulent activity.
- When you use your SwissAccount to make payments, there is a risk that the funds may be sent to an incorrect beneficiary. Similarly, there is a risk that third parties who intend to send payments to your SAccount may send those payments to an incorrect account. Despite assistance that Swissmarketpro may provide, there is a risk that funds sent to an incorrect beneficiary will be permanently lost.
- You will not be able to use your Swiss Account to complete an intended payment if your Swiss Account holds insufficient funds (including any fees payable on entering into a foreign exchange contract) to cover the payment.
- You cannot use a bank account or credit card to add funds to your Swiss Account, which is funded only through payments you receive from third parties. If you do not use or withdraw the funds stored in your Swiss Account within 90 days of receiving them, Swissmarketpro will remove those funds by crediting them to a bank account held in your name.
- You cannot use your Swiss Account to send or receive payments to or from another Swiss Account.
- The Swiss Account can be used to send or receive payments in a range of currencies, but there are some currencies that Swissmarketpro does not trade in.
- You cannot use the Swiss Account to facilitate payments relating to personal or domestic transactions.

**Tailored and Flexible** A major benefit of entering into a foreign exchange contract is that you can tailor the transaction to meet your circumstances. Unlike exchange traded products, our contracts are not standardised and can be personally tailored to suit your requirements. For example, Swissmarketpro allows you to enter into transactions in small amounts and the settlement date is negotiable, whereas exchange traded products are a standard size and cannot be varied in duration.

**How does the Swiss Account work?** The Swiss Account consists of separate individual currency accounts assigned to you. You must tell Swissmarketpro which currencies you would like to send and receive funds using your Swiss Account. Swissmarketpro will credit your currency accounts with funds received using the unique account numbers you will be provided for and assigned to each currency account.

The funds will be credited using the same currency received on condition that the correct unique currency account number is used on the inward payment. If the incorrect currency is sent to Swissmarketpro, it may be automatically converted by the applicable counterparty institution, and at an exchange rate outside Swissmarketpro's control.

Swissmarketpro will make payments from your Swiss Account when

you instruct us to do so, and will rely on the beneficiary and other payment information that you provide to us. You may use the funds held in your Swiss Account to make payments in AUD, or in a foreign currency.

Where you instruct us to make a payment in a currency that is not held in your Swiss Account, or which you hold in insufficient quantity, you can enter into a foreign exchange contract to facilitate the payment.

Example of using the Swiss Account to fund a foreign exchange contract

Company A opens a Swiss Account with Swissmarketpro. For this example Company A decides to register for a range of currencies, including AUD, USD, GBP, NZD, EUR and CAD among others.

Company A can use these currency accounts to receive and also send funds.

Company A receives GBP 10,000 from an online marketplace for goods sold and shipped to Company A's UK customers. These funds are received directly into Company A's GBP currency account within the Swiss Account.

Company A needs to make payments to Company B (one of their suppliers in the UK) in GBP and Company C (a supplier in the US) in USD.

Company A uses the Swiss Account online platform to send a payment of GBP1,000 from their GBP balance to Company B. This transaction attracts a fixed transfer fee of GBP9 is payable to Swissmarketpro (costing Company A a total of GBP1,009).

Company A buys USD3,000 from Swissmarketpro at a rate of 1.30 using 2,307.69 of their GBP balance and sends a payment of USD3,000 to Company C.

Finally, Company A converts the remaining GBP balance of 6,683.31 into AUD at a rate of 1.76, sending a payment of AUD11,762.63 to its business bank account in United Kingdom.

## 9. Significant benefits of our products

Swissmarketpro's products provide effective tools for managing currency exchange risks, particularly for individuals and businesses seeking to mitigate market volatility and secure financial predictability. Below are the key benefits of using Swissmarketpro's Spot and Forward Contracts:

### 1. Managing Volatility

Swissmarketpro enables clients to reduce the impact of unpredictable currency market movements while taking advantage of favorable market rates when available.

**Stop Loss Orders:** Minimize downside risk by ensuring that transactions execute at a pre-determined rate to prevent further losses.

**Limit Orders:** Allow clients to lock in favorable exchange rates when the market moves in their favor, maximizing potential gains.

### 2. Cash Flow Certainty

By locking in an exchange rate for a future transaction, clients can:

Determine the exact cost of purchasing or receiving currency. Plan their finances with confidence, avoiding unexpected fluctuations in cash flow.

This is especially useful for businesses with regular international payments or receivables, such as importers and exporters.

### 3. Tailored and Flexible Contracts

Unlike standardized exchange-traded products, Swissmarketpro's foreign exchange contracts are highly customizable to suit individual client needs:

- **Flexible Amounts:** Clients can transact in smaller quantities, making these products accessible to a wider range of users.
- **Negotiable Settlement Dates:** Clients can adjust the settlement date to align with their specific timelines or cash flow requirements.

### 4. High Liquidity

The foreign exchange market is one of the most liquid markets globally, enabling Swissmarketpro to efficiently manage risks and offer competitive rates.

- Swissmarketpro benefits from relationships with banks and institutional players, ensuring swift execution and reliable pricing for its clients.

### Real-Time Quotes with Swissmarketpro

Swissmarketpro uses advanced technology and liquidity providers to offer up-to-the-minute foreign exchange quotes.

- **24/7 Access:** Monitor accounts and positions anytime.
- **Real-Time Information:** Execute transactions at the latest market rates.
- **Technology-Driven:** Accurate, competitive quotes based on current market data.

This ensures clients can make informed decisions and transact efficiently.

## 10. Significant risks explained

Trading in foreign exchange products involves risks. It's important to consider whether these products align with your investment objectives, situation, and needs.

Swissmarketpro advises against risking money you can't afford to lose and recommends adopting risk mitigation strategies, like using stop loss orders.

Key risks include:

- **Market Volatility:** Markets can experience sudden, extreme price movements due to unforeseen events. Price gaps may occur, where prices jump unexpectedly, and adjustments may be made if we incur losses.
- **Counterparty Risk:** You rely on our ability to fulfill our obligations. If we face financial difficulties, we may be unable to meet our commitments.

In addition, swissmarketpro must comply with the requirements imposed under our AFSL.

In the event of insolvency of swissmarketpro, you will be an unsecured creditor to the extent that you have a claim against us for amounts you have already paid under an existing contract that has not been settled. The extent to which you may recover your proportional entitlement will be determined by applicable insolvency laws subject to any contractual arrangements you have with us (e.g. the set-off and netting rights of Swissmarketpro against client money, under our terms and conditions).

However, we may agree at times for you to place money in our designated client money account, say, if you anticipate making trades in the future but have not nominated the funds for a particular trade or trades. In this situation, the funds are segregated from our own funds and property.

This means that they are not available to pay general creditors in the event of receivership or liquidation by Swissmarketpro. However, in that situation, by paying us

money in this way, you authorise us to retain any interest on that money, and to use that money (including to deduct reasonable fees) in any way agreed to as set out in this PDS, the terms and conditions, or as otherwise agreed with you.

## Important Information about the Financial Claims Scheme

As Swissmarket is not a bank, building society or credit union, any amounts you hold with us are not covered under the Financial Claims Scheme.

The Financial Claims Scheme is administered by the United Kingdom Government to protect depositors from potential loss due to the failure of these institutions. For more information, see <https://www.fcs.gov.au/>

Because the Financial Claims Scheme only applies to banks building societies and credit unions, any amounts with Swissmarketpro is not deemed a deposit, and

therefore, the Financial Claims Scheme would not apply in the event of Swissmarketpro's failure.

**Transactions are not Transferable** As each transaction you enter into with us is a transaction between you and Swissmarketpro and is not traded on an exchange or market, you will not be able to sell, transfer or assign the transaction to any other person.

### Abnormal Market Conditions or Force Majeure

Swissmarketpro reserves the right to close out some or all of your open transactions between you and Swissmarketpro if an event occurs that is beyond your or our control, where such event either wholly or partially prevents, hinders, obstructs, delays or interferes with your ability to meet your obligations under the Client Agreement.

**Discretionary Powers of Swissmarketpro** Under our terms and conditions, we have a number of discretionary powers which may affect your trading activities. We refer you to the terms and conditions which

sets out these powers and you should fully understand them.

## Cyber Risk

Swissmarket makes use of electronic communications to provide financial services, and as with any electronic communication, there is an element of cyber risk that can cause financial loss due to misuse or technology faults.

The Board and Management of Swissmarket take cyber risk seriously. An Information Security function has been set up to minimize the cyber risk posed to our customers; however there are circumstances where cyber risk is out of our control. This includes without limitation, a possibility that we are fraudulently instructed to pay a false beneficiary, invoice or other reasons that may lead to loss of client funds. In majority of cases, this is because the client has suffered a cyber attack or fraudulent access to their communications system. To help better protect yourself and your online accounts Swissmarketpro offers guidance

<https://www.swissmarkerpro.com>

## 11.How we are paid

For all cross currency transactions, we earn income on the margin between the wholesale cost of currency, and the cost at which we offer the currency to you. The margin that is charged is determined according to a complex calculation, taking into account the availability of the currency you are buying or selling, market volatility, the pre-agreed settlement date and the value of the transaction. Please review our current Financial Services Guide for more information about how we are remunerated. You can request a copy of this document free of charge by contacting us using the details at the beginning of this PDS. We also receive some fees, which are explained below.

## 12.Costs of the products

Fees will be charged for most payments. Our fee structure is based on the destination currency and location of the beneficiary.

The above fee structure will apply to all clients unless otherwise stated/agreed with Swissmarketpro or if you have previously made non-standard arrangements with your account manager. Fees and/or margins apply to same currency transactions. Fees and/or margins charged may vary on weekends and/or public holidays to account for potential exchange rate fluctuations.

There is also a margin (described above) which is built in to the cost of the currency which we quote to you. It is not in addition to the quoted price. The margin that is charged generally ranges between 0.1% and 1% per transaction. The size of the margin will depend on the current interest rates, the availability of the currency you are buying or selling, market volatility, our relationship with you and the value of the transaction.

Additional margin may be applied to forward transactions and will be agreed with you up front and clearly displayed at the point of booking the transaction. We may also apply a margin (%) fee to collect certain currencies into your virtual accounts, based on the source of those funds. This fee will generally range between 0-0.5%.

Other banks that receive your funds or act as an intermediary may charge you fees which are often unknown or out of the control of Swissmarketpro.

## 13. Terms and Conditions

Our terms and conditions are provided to you at the beginning of the registration process and must be read and signed before a contract is entered into.

In addition to the terms set out in this PDS, when you use our services you will be bound to Swissmarketpro's terms and conditions as amended from time to time.

Swissmarketpro may choose to provide you with general advice. For example, this PDS may include some general advice. That means that, unless stated otherwise, we do not take into

account your financial objectives, financial situation or needs, and you will need to decide yourself whether the product is appropriate for you.

You should read this document in detail to help you form that decision. In the event that you do receive personal advice that

does take into account your objectives, financial situation and needs, then you will receive a separate Statement of Advice (SOA).

There is no cooling off period for any product offered by Swissmarketpro. Should you change your mind after entering into a transaction with Swissmarketpro you should close out your position

by taking an opposite transaction. Swissmarket is not liable for any loss that arises from incorrect identification information being provided by you or from any quoting errors in a currency rate quotation. You will be required to indemnify Swissmarketpro for any loss that occurs as a result of Swissmarketpro acting in good faith on your verbal or written instructions.

You must provide all information to us which we reasonably require of you to comply with any law in United Kingdom or any other country.

In particular, you must provide adequate identification before you can use our products or services.

Swissmarketpro may delay, block or refuse to enter, adjust or complete a transaction if Swissmarket believes on reasonable grounds that making the payment may breach any law in United Kingdom or any other country, and Swissmarketpro will incur no liability if it does so.

Swissmarketpro may disclose any information that you provide to the relevant authority where required by any law in United Kingdom or any other country.

Unless you have disclosed to Swissmarketpro that you are acting in trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when purchasing this product from Swissmarketpro. When you use our services, you are promising that you will not breach any law in United Kingdom or any other country.

We accept payment from you via electronic transfer, or cheque. We reserve the right to refuse cheques. We do not accept cash. Money is considered to be "received" by us when it has cleared in one of our designated accounts.

## 14. Providing instructions by telephone

When providing instructions by telephone, you will need to provide Swissmarketpro with adequate identification information.

## 15. How we handle your money

We will notify you of a number of nominated bank accounts where you should transfer your money. Those accounts are owned by Swissmarketpro, but used solely as segregated client accounts, separate to the company's own operating accounts. We have processes in place to govern how that money is handled.

Any money you pay us when you purchase one of the products described in this PDS becomes our money at the time of payment, and we have a corresponding obligation to you under the relevant contract to make the payment or provide the option, depending on the arrangement.

## 16. Stopping or cancelling a payment

We reserve the right to cancel any contract immediately in circumstances set out in our terms and conditions. Those circumstances include (but are not limited to) your insolvency, non-payment or late payment, or for a breach by you of our terms and conditions.

We may, in our discretion, agree to a request from you to cancel or alter any exchange contract you have entered into with Swissmarketpro. If, at your request, Swissmarketpro cancels or alters your contract you will have to pay to Swissmarketpro a cancellation fee (of up to 0.05% per day of the sale currency amount until the closing out of the order), an administration fee (of up to \$100) and any costs and/or exchange rate losses that are incurred by Swissmarketpro. Swissmarketpro takes no responsibility for any consequences resulting in an incorrect payment caused by you.

## 17. Tax implications

Using foreign exchange contracts can create tax implications.

Generally, if you make a gain attributable to an exchange

rate or price fluctuation then that part of the gain is included in your assessable income. Conversely, if you make a loss attributable to an exchange rate or price fluctuation then that part of the loss is deducted from your assessable income.

However, the taxation laws are complex and vary depending on your personal circumstance and the purpose of your currency trading. You should discuss any taxation questions you may have with your tax adviser before using our products or services.



## 18. What are our different roles?

Swissmarketpro is the product issuer. This means that we provide the facility you use to transfer money, and do not act on behalf of anyone else.

Swissmarketpro is also the service provider. Our representatives can give you general or personal advice and help you use the money transfer service. This role is undertaken on behalf of the product issuer.

## 19. Would you like more information?

You can find out about this product by contacting us using the details at the beginning of this PDS. You can also look at our website for more information.

## 20. What should you do if you have a complaint?

We have procedures in place for dealing with complaints promptly. In the event you have a complaint about the service provided, you can: a. Contact your Swissmarketpro representative and discuss your complaint.

b. if your complaint is not satisfactorily resolved within 2 weeks, please contact by telephone or in writing: Complaints Officer Swissmarketpro Pty Ltd support@swissmarketpro.com. If the complaint cannot be resolved to your satisfaction you have the right to refer the matter to the United Kingdom Financial Complaints Authority (AFCA) which is an external dispute resolution scheme, of which Swissmarketpro is a member. You can contact the AFCA at: 100 Minard Rd, Glasgow, Glasgow Ci, United Kingdom

Phone: 1800 931 678

Fax: (03) 9613 6399

Email: [info@afca.org.au](mailto:info@afca.org.au) Website: [afca.org.au](http://afca.org.au) d. The United Kingdom Securities and Investments Commission (ASIC)

also has an Infoline phone (1300 300 630) which you may call to obtain information about your rights.

## 21. Protection of personal information

Swissmarketpro collects personal information about you so that it can provide the products described in this PDS to you, and so that it can operate its business. Also, some laws require us to collect and hold personal information. These requirements include (but are not limited to) requirements set out in the Corporations Act 2001 and associated regulations, and the Anti-Money Laundering & Counter Terrorism Financing Act 2006 and associated rules. Swissmarketpro does not disclose any non-public personal or financial information about its customers to third parties, except as permitted by law and as necessary in processing and conducting the transaction you have requested and authorised. Third parties that we may need to disclose your information to in order to meet these purposes include banks, compliance consultants and government bodies..

You can access any personal information that we have about you, upon request. If you don't provide information to us that we request, we may be unable to provide or continue providing, services to you. You can contact us using the details at the beginning of this PDS to request a free copy of our full Privacy Policy

## 22. Glossary

AFSL – United Kingdom Financial Services

Licence. AUD – United Kingdom dollars

Base Currency – The currency being priced in terms of the other and the first currency quoted in a currency pair. For example, in this pair AUD/USD, the AUD is the base currency.

Foreign Exchange Rate – This is the price at which one currency can be bought or sold in exchange for another currency.

GBP – Great British Pounds. Margin Amount – An amount of money, also known as a margin call, that we may require from you if you have an

open foreign exchange transaction and we consider that your position is exposing us to risk. For example, if your contract requires you to trade at a rate that is 10 per cent less favourable than the prevailing spot rate, we may ask you to pay a margin amount.

Representative – Includes a director or employee of Swissmarketpro, and a director or employee any company related to Swissmarketpro.

Settlement Date – This is the date that Swissmarketpro instructs

a payment from a bank account to the client's nominated bank account, and the date that cleared funds should be received by Swissmarketpro from clients.

Spot Market – The global spot foreign exchange market, which for the purposes, shall, unless otherwise agreed, be treated as being open continuously, in any week, from 18:00 GMT on Sunday until 01:00 GMT Saturday.

Spot Rate – The spot currency exchange rate for the Currency Pair prevailing at any time in the Spot Market.

Terms Currency – The pricing currency and second currency quoted in a currency pair. For example, in the quote AUD/USD, the USD is the terms currency.

USD – United States Dollars.

## 23. Governing Law

Any legal questions concerning the Terms and Conditions, the agreement between you and Swissmarketpro (which is governed by these Terms and Conditions), will be decided under the laws of New South Wales.